

15:06

TAFT, STETTINIUS & HOLLISTER

1800 STAR BANK CENTER

CINCINNATI, OHIO 45202

WASHINGTON, D C OFFICE
SUITE 800 — 1620 EYE STREET, N W
WASHINGTON, D C 20006
202-785-1620

513-381-2838
CABLE TAFTHOL TWX 810-461-2623

FAX
513-381-0205
513-381-3363
513-381-4865
513-381-0906

COLUMBUS, OHIO OFFICE
SUITE 1000 — 33 NORTH HIGH STREET
COLUMBUS, OHIO 43215
614-221-2838

COVINGTON, KENTUCKY OFFICE
SUITE 340 — 1717 DIXIE HIGHWAY
COVINGTON, KENTUCKY 41011
606-331-2838
513-381-2838

August 24, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

0-240A088

Ms. Noretta R. McGee, Secretary
Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

RECORDATION NO. 16982

AUG 28 1990 - 3 55 PM
INTERSTATE COMMERCE COMMISSION
Aug 28 3 43 PM '90

Dear Ms. McGee:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to section 11303 of Title 49 of the U.S. Code.

This document is an Assignment and Assumption Agreement, primary document, dated as of July 16, 1990.

The names and addresses of the parties to this document are as follows:

Assignee: The David J. Joseph Company
300 Pike Street
Cincinnati, Ohio 45202

Assignor: Greyhound Financial Corporation
Greyhound Tower
111 W. Clarendon Avenue
Phoenix, Arizona 85077

The equipment covered by the enclosed document is thirty-nine (39) 100-ton 2,300 cubic feet, Ortner built, AAR designation HT, "Rapid Discharge" (TM) Bottom dump three-pocket railroad cars bearing the following reporting marks:

WRRC 200-202	WRRC 204-205
WRRC 207-208	WRRC 210-212
WRRC 214	WRRC 217-218
WRRC 221	WRRC 223-224
WRRC 226-230	WRRC 233
WRRC 235-243	WRRC 245-248
WRRC 250-251	WRRC 253-254

Consolidated Rail Corporation
August 24, 1990
Page 2

A fee of \$15.00 is enclosed. Please return the original executed copy of the enclosed document to:

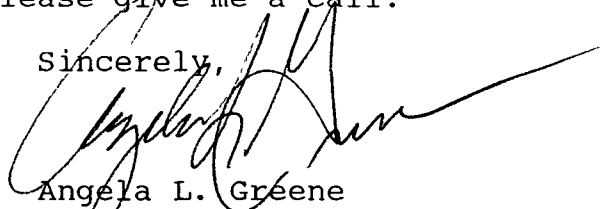
Angela L. Greene, Esq.
Taft, Stettinius & Hollister
1800 Star Bank Center
Cincinnati, Ohio 45202

A short summary of the document to appear in the Index follows:

An Assignment and Assumption Agreement by and between The David J. Joseph Company, 300 Pike Street, Cincinnati, Ohio 45202 ("Assignee") and Greyhound Financial Corporation, Greyhound Tower, 111 W. Clarendon Avenue, Phoenix, Arizona 85077 ("Assignor") dated as of July 16, 1990 and covering thirty-nine (39) 100-ton, 2,300 cubic feet, Ortner built AAR designation HT, "Rapid Discharge" (TM) Bottom dump three-pocket railroad cars.

If you have any questions, please give me a call.

Sincerely,



Angela L. Greene
Attorney for
The David J. Joseph Company

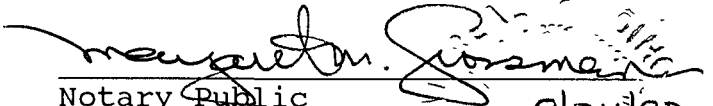
ALG/ch
Enclosures

CERTIFICATION

AUG 28 1990 - 3 55 PM

INTERSTATE COMMERCE COMMISSION

The undersigned, Margaret M. Grossman, a Notary Public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.


Notary Public

8/24/90

MARGARET M. GROSSMAN
Notary Public, State of Ohio
My Commission Expires June 23, 1993

AUG 28 1990 3 55 PM

INTERSTATE COMMERCE COMMISSION

EXHIBIT C-1

**ASSIGNMENT
AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("ASSIGNMENT AGREEMENT"), dated as of July 16, 1990, is entered into by and between THE DAVID J. JOSEPH COMPANY ("ASSIGNEE"), a Delaware corporation and GREYHOUND FINANCIAL CORPORATION (formerly known as Greyhound Leasing & Financial Corporation) ("ASSIGNOR"), a corporation organized under the laws of the State of Delaware. (All initially capitalized terms used and not otherwise defined in this ASSIGNMENT AGREEMENT shall have the meanings ascribed to them in the AGREEMENT, as hereinafter defined.)

WHEREAS, ASSIGNOR and ASSIGNEE are parties to a Purchase and Sale Agreement dated as of July 16, 1990 (the "AGREEMENT"), pursuant to which ASSIGNEE has purchased, among other things, the Railcars described on Schedule 1 attached hereto (the "CARS"); and

WHEREAS, certain of the CARS are subject to the Lease identified on Schedule 1 (the "LEASE");

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained herein, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers the LEASE to ASSIGNEE without recourse (except for breaches of the representations in Section 5 of the AGREEMENT).

2. ASSIGNEE hereby assumes the LEASE and all lessor obligations thereunder, except for claims of any lessee that arose prior to the Closing Date (as such term is defined in the AGREEMENT) in connection with the fulfillment of the terms of the Lease.

3. ASSIGNEE shall indemnify and hold ASSIGNOR harmless from and against (a) any and all costs, claims, liabilities and causes of action, including, but not limited to, attorneys' fees and costs of defending such claims and causes of action (collectively, "CLAIMS"), arising from events and occurrences from and after the date hereof with respect to the CARS and the LEASE.

4. ASSIGNOR shall indemnify and hold ASSIGNEE harmless from and against any refusal by any lessee to make payments due ASSIGNEE under the LEASE due solely to the claims of any lessee that arose prior to the Closing Date in connection with the fulfillment of the terms of the Lease.

5. This ASSIGNMENT AGREEMENT shall inure to the benefit of, and shall be binding upon, ASSIGNOR, ASSIGNEE, and their respective successors and assigns.

6. Amendments to this ASSIGNMENT AGREEMENT may be made only by an instrument or instruments in writing signed by authorized representative of both parties hereto.